

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING	PAGE 1	OF PAGES 45
2. CONTRACT NO.	3. SOLICITATION NO. DTFANM-12-R-00125	4. THIS IS A: SMALL BUSINESS SET-ASIDE YES NO X		5. DATE ISSUED 06/27/2012	6. REQUISITION/PURCHASE NO.. NM-13-00014	
7. ISSUED BY: FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT BRANCH, AAQ 530 1601 LIND AVE. S.W. RENTON, WA 98057				8. ADDRESS OFFER TO (If other than Block 7) Address shown in Block 7		

SOLICITATION

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 1601 Lind Ave SW; Renton, WA 98057 until 4pm local time 09/07/2012
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:	A. NAME Linda Lee	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425-227-2861
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OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR			16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA SEE PRISM DOCUMENT	
22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 7		ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY AMZ-110	
26. NAME OF CONTRACTING OFFICER (Type or print) Angela Layman		27. UNITED STATES OF AMERICA	28. AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B001. PRICES/COSTS: Furnish all supervision, labor, materials, supplies and equipment to provide complete Janitorial Services for the FAA ATCT and Work Center at Pueblo, CO in accordance with the contract clauses, wage determination and Statement of Work

<u>CLIN NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>TOTAL - MONTHLY</u>	<u>TOTAL - ANNUALLY</u>
0001	Janitorial Services Base Year: 10/01/2012 – 09/30/2013	Monthly	12	\$ _____	\$ _____
0002	Janitorial Services Option Year 1: 10/01/2013 – 09/30/2014	Monthly	12	\$ _____	\$ _____
0003	Janitorial Services Option Year 2: 10/01/2014 – 09/30/2015	Monthly	12	\$ _____	\$ _____
0004	Janitorial Services Option Year 3: 10/01/2015 – 09/30/2016	Monthly	12	\$ _____	\$ _____
0005	Janitorial Services Option Year 4: 10/01/2016 – 09/30/2017	Monthly	12	\$ _____	\$ _____
				Total Base + 4 option years	\$ _____

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.

B002. SOLICITATION QUESTIONS: All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request in writing (email is acceptable) at least 3 calendar days prior to the date for receipt of proposals to the Federal Aviation Administration, Attn: Linda Lee, 1601 Lind Avenue S.W., Renton WA 98057 or FAX (425) 227-1156 or by email at Linda.A-CTR.Lee@faa.gov. Telephone questions will not be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer, Lelanie Rivera, is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

Questions Are Due by: August 24, 2012 at 4:00 P.M. Pacific Time

B003. INSURANCE REQUIREMENTS: Worker's compensation and employer's liability.

- Employer's liability coverage of at least \$100,000.00 shall be required.
- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
- Automobile liability coverage of at least \$200,000.00 per person and \$500,000 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage

B004. TIERED EVALUATION: A tiered evaluation of offers will be used in source selection for this contract, and offers from other-than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received (see Section M for details).

SERVICE CONTRACT ACT WAGE RATES APPLY. SEE ATTACHMENT B.

OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.

SUBMIT OFFERS TO: SEE SECTION M

OFFERS ARE DUE NO LATER THAN September 07, 2012, 4:00 P.M. LOCAL TIME. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND THE RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. PLEASE DO NOT CALL FOR RESULTS.

PART I - SECTION C
SCOPE OF WORK

Work Specifications and Standards
NAICS# 561720 - Janitorial Services
Pueblo ATCT and Work Center

All work described herein shall be done in accordance with the following specifications and standards, each week on **Friday**, between the hours of 7 am and 9 pm. All work shall be accomplished at the specified times except by mutual agreement by the contractor and the Contracting Officers Representative (COR).

The contractor is to provide all cleaning supplies and expendable equipment such as brooms, mops, dust cloths, detergents, toilet paper, bar soap, etc. The contractor is to provide a vacuum cleaner and carpet shampooer.

1. GENERAL

- a. The scope of work under this contract shall be that the contractor furnishes all personnel, equipment, material, supplies and supervision to provide complete janitorial service at the Pueblo Air Traffic Control Tower (ATCT) and Work Center in Pueblo, CO.
- b. See below for janitorial frequency schedule.
- c. Access for the Contractor, sub-contractors, employees, deliveries, etc., shall be coordinated with the on-site Resident Engineering Staff.
- d. The Pueblo Air Traffic Control Tower (ATCT) consists of a total of approximately 5,700 square feet (sf) of floor space plus 1,500 square feet of space in hallways, elevator and stairs. The Work Center consists of approximately 1,230 square feet of office floor space.
- e. The ATCT has 6 levels, including the Ground and Cab Levels. The first 3 levels contain approximately 1200 sf each. The 4th and 5th Levels each contain about 100 sf and 300 sf each respectively. The 6th floor of the ATCT cab has approximately 900 sf. The ATCT has a stairwell running from the Ground Level to the Cab Level.
- f. The Pueblo Air Traffic Control Tower (ATCT) is located at:

Federal Aviation Administration
Pueblo Air Traffic Control Tower
31385 Bryan Circle
Pueblo, CO 81001

- g. The Work Center is located at:

Federal Aviation Administration
Pueblo Work Center
31201 Bryan Circle; Suite 110
Pueblo, CO 81001

2. SERVICE REQUIREMENTS

- a. The facility areas will require service, per the attached schedules in Attachment #1. Janitorial service is required five days a week, Monday through Friday (excluding holidays)- hours to be determined- in some areas and six days a week (excluding Sundays) in other areas – as per attached Frequency Schedule. The schedule for window cleaning services shall be coordinated with the Contracting Officer's Representative.
- b. Holidays observed by Government employers during the term of this contract are as follows: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a Saturday, it is observed on Friday. If the holiday falls on Sunday, it is observed on Monday. No work shall be performed on holidays.

3. UTILITIES

- a. Electrical power will be furnished by the Government at existing power outlets for the operation of equipment.
- b. Hot and cold water will be available to the contractor.
- c. Mechanical equipment controls for heating, ventilation and air conditioning will not be adjusted by the contractor or their employees

4. STORAGE SPACE JANITOR'S CLOSETS, AND LOCKER ROOMS

- a. Space may be assigned to the contractor by the Contracting Officer's Representative for the storage of bulk supplies and the equipment used in the performance of the work.
- b. If space, closets or lockers are assigned by the Contracting Officer's Representative to be used by the contractor's employees, any Government furniture or equipment placed there, such as tables, desks, chairs, etc., may be used but will be returned to the Government at contract termination in the same condition as that existing at the time of entering into the contract, reasonable and ordinary wear and tear excepted. These areas will be swept daily, kept neat and clean.
- c. Failure to keep any of the facilities described above in a clean and orderly condition may result in the withdrawal of the their use.
- d. The Government will not be held responsible for damage and/or loss to contractor's employees' items occasioned by fire, theft, accident or otherwise.
- e. The Contractor will supply a cabinet suitable for storing flammable supplies. Material Safety Data Sheets shall be kept with the materials, and a list of such materials will be submitted to the COR.

5. SAFETY PRECAUTIONS

The contractor will instruct his/her employees of appropriate safety measures and will not permit them to place mops, brooms, machines and other equipment in traffic lanes or other locations in such a manner as to create safety hazards. Appropriate signs will be provided by the contractor to mark areas that are slippery due to cleaning or waxing operations.

6. COMBUSTIBLE MATERIALS

Rags, mops, brushes, waxes and other materials which contain a residue of animal, vegetable or mineral oils and are subject to spontaneous combustion, will be disposed of outside the building in approved, tightly covered metal containers furnished by contractor.

7. SANITARY CONDITIONS

Dirty water and cleaning solutions will be disposed of in slop sinks for floor drains designated by the Contracting Officer's Representative. Floors and fixtures in areas where water is obtained and disposed of will be kept clean, neat and sanitary at all times.

8. CONTRACTOR PERSONEL

The contract shall submit to the Contracting Officer's Representative, a list of names of his/her employees who will be working at this facility and their completed security clearance forms. List shall include the name of the supervisor appointed by the contractor. Thereafter, the contractor shall notify the COR of any additions and terminations within 24 hours of such action.

9. STANDARDS OF CONDUCT

- a. The contractor and his/her employees will be subject to all rules and regulations relative to entering and leaving the building
- b. All employees will be physically able to do their assigned work and shall be free of communicable diseases.
- c. Contractor's employees will not disturb papers on desks, open desk drawers or cabinets. Neglection of duties shall not be condoned such as sleeping on duty, unreasonable delay or failure to carry out assigned tasks, conducting personal affairs during duty hours or using the telephone for other than official business
- d. Contractor's employees will report fires, hazardous conditions, items in need of repair, flickering or non-operating lights, leaky faucets and/or toilets, toilet stoppage, etc
- e. Contractor will assure that specified rooms are locked after cleaning and keys returned to designated recipient
- f. Contractor will assure that all articles found by their employees are given to the COR
- g. Disorderly conduct, use of abusive and/or offensive language, quarreling, intimidation by words, actions or fighting, participation in activities which interfere with efficient Government operations shall not be condoned.
- h. While on duty, employees shall not possess, sell, consume or be under the influence of intoxicants, drugs or substances which produce similar effects.

10. INSPECTIONS

Mandatory monthly inspections of all areas will be made jointly by the COR and the Contractor or their representative.

11. REDUCTION IN PAYMENT

- a. Upon receipt of written notification by the Contracting Officer regarding nonconformance of contractual services, the contractor will be given 24 hours to provide the required corrective action. At the end of this period, the Government may have such work done by others, with cost(s) chargeable to the contractor and deducted from his/her monthly payment
- b. Repeated failures to perform work as required by the specifications and contract documents may result in termination of the contract

REQUIREMENT STANDARDS FOR SATISFACTORY PERFORMANCE

I - ADMINISTRATIVE AREAS: Administrative areas are all areas that are open to the general circulation of FAA employees, all offices and break rooms, all elevator lobbies and vestibules in the ATCT, and the ATCT stairwell. See descriptions of other areas below.

1. **GATHER AND DISPOSE OF ALL TRASH:** All trash containers shall have liners and shall be replaced as necessary. All waste, including paper, bottles, cups, garbage, packing material and empty shipping containers, both loose and in waste containers, etc., shall be removed by the contractor daily. Wash trash container and disinfect when liners rupture or as needed. Contractor employees shall not disturb papers on desks, or open desk drawers or cabinets. No boxes shall be removed unless placed on top of or beside a trash container.
2. **FLOORS:** Carpet, vinyl tile, ceramic tile, sealed concrete, entry mats, runners, baseboards, and stairs.
 - a. Carpet- Vacuum all carpet with an agitating brush cleaner daily. Steam clean all carpet by spot cleaning, shampooing and dry methods using only products and methods recommended by manufacturer's instructions and stain removal chart, See Section J. Carpet will be free of spots and stains, dust and dirt. Scheduling of shampooing will be coordinated with the Contracting Officer's Representative (COR).
 - b. Vinyl and Ceramic Tile – **Sweep and mop floors.** Floors must be free of swirls, streaks, scuffmarks, greasy film and have a uniform **appearance.**
 - c. Rubber Tile – Sweep and mop floors. **Do not use wax on rubber tiles.**
 - d. Sealed Concrete (stairs, most mechanical areas)– Sweep and mop floors with a mild detergent. **Do not use wax on sealed concrete surfaces.**

The Contractor will notify the COR within one day of any cleaning which will not remove stains, or barriers to accomplishing contract requirements. The Contractor shall recommend an appropriate course of action to correct the problem, for approval of the Contracting Officer.

3. **LOW CLEANING - WITHOUT A LADDER:** Walls and items which are part of the wall (such as switch plates) items installed against a wall (such as air handling units), partitions, doors, windows sills, wainscoting, vents, fire extinguishers, venetian blinds, chalkboards, etc.
 - a. Walls will be free of dust, fingerprints, spots, scuff and other marks.
 - b. Formica cabinets and decorative woodwork will be wiped clean and treated with furniture polish resulting in surfaces free of dust, spots, fingerprints, scuff and other marks.
 - c. Unpainted metalwork, doorknobs, switch plates, hardware and fire extinguishers, etc. will be free of dust and polished.
 - d. **White boards will be free of marks, fingerprints, streaks, haze and written material, if marked to be cleaned.**
 - e. Use stainless steel cleaner/polish on all stainless steel surfaces.
4. **HIGH CLEANING - WITH A LADDER:** Ceilings and items which are part of the ceiling (such as light fixtures) and those areas and items not covered in previous paragraphs; overheads, pipes, ducts, air discharge assemblies, tops of lockers and cabinets, windows and window ledges, exit signs, clocks, venetian blinds. **ELECTRONIC EQUIPMENT IS EXCLUDED.**
 - a. When dusting does not remove accumulated dirt and grime, contractor will wash with a suitable cleaner, resulting in dust free high areas.
 - b. Windows and other glass items will be free of dust, fingerprints, streaks, haze, inside and outside.
5. **FURNITURE:** All furniture with fabric parts will be cleaned with a solution that will not damage the fabric. For metal and wood furniture, a suitable polish and cleaner will be used.

- a. Furniture will be free of dust, spots, stains, scuff and other marks that can be removed without refinishing.
- b. Waste containers, recycling bins and ash receptacles will be washed inside and outside and be free of trash, ash, spots, dirty marks and odors. The ash receptacles will be full of sand or appropriate material at all times to prevent fires.
- c. Drinking fountains will be wiped and polished and be free of spots, stains, scale and other dirty marks. Polish all stainless steel surfaces with stainless steel cleaner

6. RESTROOMS:

- a. Commodes, floors, sinks and shelves will be free of scum, film, scuffmarks, water spots, and odors. Disinfectants and deodorizers will be used.
- b. Fixtures, dispensers and visible plumbing will be free of dust, film, watermarks, fingerprints and other marks, and disinfected. Polish all chrome by wiping surface with a clean dry cloth after washing.
- c. All dispensers **i.e. toilet tissue, paper towels, soap, etc.** shall be filled sufficiently to assure constant, adequate supply and soap dispensers will not be clogged.
- d. Mirrors will be free of spots, streaks, haze and film.
- e. Polish all stainless steel surfaces with stainless steel cleaner.
- f. **Do not use any abrasive type cleaners or abrasive cleaning materials such as dry cleanser, “Scotch Bright,” or similar type pads.** You may use “Soft Scrub,” or similar products with a stiff nylon brush. Do not use any cleaners which stain or discolor surfaces.

7. GLASS AND MINI BLIND CLEANING: Includes all glass partitions, interior and exterior glass doors, display cases, directory boards, tower windows (inside and out curtain wall glass and cab glass), mirrors, and adjacent trim. Windows including frames, casings and sills, shall be free of spots, dust, dirt, streaks, smudges, water deposits, and other foreign matter. A hose bib is available on the walkway of the Cab for rinsing glass and exterior frames. -Mini blinds throughout the building are to be dusted, if dusting is insufficient to remove accumulated dirt, blinds shall be removed and cleaned with an ultrasonic wash method.

8. CAB SHADES: Will only clean cab shades with the prescribed manufacturer instructions

9. REFRIGERATOR CLEANING: Clean and deodorize the refrigerators. Wash the outside of box, removing handprints, dirt and scuffmarks.

9. MICROWAVE OVENS & OVEN/RANGE CLEANING: Clean interior and exterior of microwave oven & Oven/Range to remove handprints, soil and food particles.

10. CLEAN COUNTERS, SINKS AND FIXTURES: A commercial solution shall be used to remove streaks, stains, smudges and other obvious soil. Use stainless steel cleaner/polish on all stainless steel surfaces.

11. STAIRWELLS: Sweep regularly and mop as needed all stairs and landings. Do not use wax on the rubber treads. Dust all horizontal surfaces, tops of lights, handrail, cover base and wash with mild detergent as needed.

II – MECHANICAL AND EQUIPMENT AREAS: Mechanical Areas consist of the areas secured from use by the general flow of FAA personnel.

1. Trash Removal – Empty all trash containers.
2. Dusting – Dust all horizontal surfaces, equipment fronts, and cover base. Use electrostatic dusters and be cautious around equipment. Do not put yourself in the position of hitting any switches or wires in any areas. Ensure that you are properly supervised by a Airways Facilities Maintenance Personnel (aka: the building engineer) to protect yourself and the building from inadvertently taking an essential piece of equipment off line.
3. Wiping with Detergent solution – Clean all surfaces that have grime or dirt that will not remove with a duster.
4. Sweeping/Vacuuming – Sweep and vacuum all floors. Steam Clean carpet according to administrative schedule.
5. Mop and Wax – Mop as needed, wax all vinyl tile according to administrative schedule.

SEE ATTACHED JANITORIAL FREQUENCY SCHEDULE

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)

- (a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may:
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
 - (2) Reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or
 - (2) Terminate the contract for default.

(End of clause)

1E-001 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The government will inspect the services in accordance with the QASP attached in Section J of this solicitation. The QASP lists performance standards for performance requirements, frequency of performance, acceptable deviation from the requirements and corresponding deductions to be taken for performance deficiencies.

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

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<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

F001. PLACE OF PERFORMANCE

Federal Aviation Administration
Air Traffic Control Tower and Work Center
Pueblo, CO

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

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3.10.1-22 Contracting Officer's Representative (April 2012)

G001. CORRESPONDENCE:

Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the Contracting Officer's Representative (COR), including transmittal letters. Submittals accompanying transmittal letters to the COR **SHALL** be forwarded to the Contracting Officer.

DOT, FEDERAL AVIATION ADMINISTRATION
ACQUISITION MANAGEMENT BRANCH – AAQ 530
1601 LIND AVE. S.W.
RENTON, WA 98057
ATTN: ANGELA LAYMAN

G001.A. CORRESPONDENCE PROCEDURES: To promote timely and effective contract administration, correspondence shall be subject to the following procedures:

- I. Technical correspondence of a routine nature shall be addressed to the designated COR, with an information copy sent to the Contracting Officer
- II. Technical correspondence of a technical nature, including such items as waivers, deviations or modifications to the contract requirements, terms and/or conditions shall be addressed to the Contracting Officer, with an information copy sent to the COR

G002. PAYMENT – INVOICE SUBMISSION:

The Contractor shall submit certified request for payment(s) to the COR for verification who will forward to the Contracting Officer. The invoice shall provide the following information:

1. Contract Number
2. Dates of Services Performed
3. Unit Prices and Extension(s) for each line item on the invoice

G003. APPROVALS: All materials or methods not specified and which the Contractor proposes to use shall be approved by the COR.

G004. ORDINANCES: The Contractor shall comply with all local laws, ordinances and regulations and shall obtain and pay for all necessary permits and licenses.

G005. INTERFERENCE WITH NORMAL BUSINESS: The services performed under the contract shall be performed in such a manner that there will be no interruption to, or interference with, the normal operation(s) of Government business on the premises.

G006: OTHER CONTRACTS: The Government may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such contractors and Government employees and carefully fill his/her own work to such additional work as may be directed by the COR. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractors or by government employees.

G007: GOVERNMENT AUTHORITY: Only the Contracting Officer has the authority to modify terms, conditions and/or requirements of the contract

PART II - SECTION I

CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

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- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.1.7-5 Disclosure of Conflicts of Interest (March 2009)**
- 3.2.1.5-4 Continuity of Services - Mission Critical Contracts (January 2008)**
- 3.2.2.3-33 Order of Precedence (March 2009)**
- 3.2.2.3-37 Notification of Ownership Changes (July 2004)**
- 3.2.4-34 Option to Extend Services (April 1996)**
- 3.2.2.7-6 Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)**
- 3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 2010)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.2.5-13 Contractor Code of Business Ethics and Conduct (April 2010)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-9 Interest (September 2009)**
- 3.3.1-10 Availability of Funds (May 1997)**
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- 3.10.6-4 Default (Fixed-Price Supply and Service)** (October 1996)
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- 3.13-13 Contractor Policy to Ban Text Messaging While Driving** (January 2011)
- 3.14-3 Foreign Nationals as Contractor Employees** (April 2008)

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

3.3.1-33 System for Award Management (August 2012)

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the SAM database;

(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name

agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (January 2010)

Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify the Contracting Officer Lelanie Rivera in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause).

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

3.6.2-40 Nondisplacement of Qualified Workers (April 2009)

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

LOW RISK

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

FAA Personnel Security Division, ANM-700
1601 Lind Ave SW
Renton, WA 98057

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or

otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (October 2010)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold final payment for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Susan Verwest, Security Specialist. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the FAA facility must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted

to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by Susan Verwest, Security Specialist. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Susan Verwest, Security Specialist, (425) 227-2716.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

- | | |
|----------------|---|
| Attachment A - | Janitorial Frequency Schedule – Pueblo, CO |
| Attachment B- | Service Contract Act Wage Determination for the State of Colorado Wage Determination #2005-2081; Rev #12; Dated 6/13/2012 |
| Attachment C- | Janitorial Service Performance Customer Satisfaction Survey |

PART IV - SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 **Clauses and Provisions Incorporated by Reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-3 **Affiliated Offerors** (July 2004)

3.2.2.3-35 **Annual Representations and Certifications** (July 2004)

3.2.5-2 **Independent Price Determination** (October 1996)

3.2.2.3-2 **Minimum Offer Acceptance Period** (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 **Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ .
(country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in System for Award Management (August 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (August 2012)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from SAM clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

BUSINESS DECLARATION

- 1 Name of Firm: _____ Tax Identification No.: _____
- 2 Address of Firm: _____ DUNS No.: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
- 5 Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) _____ ☐ f. Other (*Specify*) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) _____
- 7 Nature of Business (*Specify all services/products (NAICS)*) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-----------------|------------------|
| a.1. Year _____ | b.1. Gross _____ |
| a.2. Year _____ | b.2. Gross _____ |
| a.3. Year _____ | b.3. Gross _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM
AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF
18 USCS 1001.**

14. a. Signature _____

b. Date: _____

c. Typed Name _____

d. Title: _____

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-6 Submittals in the English Language (July 2004)**
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)**
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17 Preparing Offers (July 2004)**
- 3.2.2.3-18 Prospective Offerors Requests for Explanations (July 2004)**
- 3.2.2.3-19 Contract Award (July 2004)**
- 3.2.2.3-72 Announcing Competing Offerors (July 2004)**
- 3.2.4-30 Evaluation of Options Exercised at Time of Contract Award (April 1996)**

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: Fax or Email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to: (425) 227-1156 (fax) or E-mail to linda.a-ctr.lee@FAA.GOV

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a firm fixed-price contract resulting from this Request for Offer.

(End of provision)

3.9.1-3 Protest (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,

Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L001. SUBMISSION OF OFFER:

An offeror shall submit an offer which shall include a technical and business proposal as outlined below. **PLEASE NOTE: Lack of submission of any of the information required in the Business and Technical Proposals shall render a contractor's proposal as non-responsible and will not be considered further for award.**

1. Business Proposal

- a) Signed Standard Form 33, SOLICITATION, OFFER AND AWARD
- b) Part I, Section B, PRICE SCHEDULE
- c) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- d) Part IV, Section K, Business Declaration

2. Technical Proposal

A. Past Experience

Provide a list of projects within the past 3 years similar in scope of work to be done. Be specific and provide details. For each project address the following points:

- a) Project title, description and contract number
- b) Client names, business address, phone numbers, and contact person
- c) Dollar value
- d) Scope of work
- e) Percentages of work subcontracted and nature of that work
- f) Award and completion dates
- g) Any relevant information that would reflect on the offeror's ability to meet schedule constraints.

B. Customer Satisfaction Surveys (By third party references)

The Applicant is REQUIRED to have at least two (2) of the attached Customer Satisfaction Surveys (CSS's) completed and returned to this office c/o Linda Lee by a third party reference. It is advised that the Applicant distribute more than three CSS's to third party references as not all are returned, and receipt of less than two could lead to the Offeror's disqualification. It is also advised that each Applicant verify receipt of the requisite number of Customer Satisfaction Surveys well *before* the solicitation deadline.

A negative response is required in the event of no similar experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without

discussions with offeror. All submitted technical information be considered proprietary data and shall be utilized for evaluation purposes only and kept confidential. Offerors are advised the that government reserves the right to use and evaluate any and all available pertinent information, in addition to the data presented in the technical proposal.

L002. SUBMISSION DATE AND PLACE

The due date for receipt of offers is **SEPTEMBER 07, 2011 4:00PM (PST)**. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

DOT, FEDERAL AVIATION ADMINISTRATION
ACQUISITION MANAGEMENT BRANCH – AAQ 530
1601 LIND AVE S.W.
RENTON, WA 98057
ATTN: LINDA LEE

FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED FOR THIS SOLICITATION. ALL ORIGINAL PROPOSALS MUST BE RECEIVED BY THIS OFFICE WITHIN 5 CALENDAR DAYS AFTER OFFER DUE DATE. PLEASE SEE 3.2.2.3-20 – ELECTRONIC OFFERS, FOR ADDITIONAL TERMS AND CONDITIONS OF ELECTRONIC SUBMISSIONS.

L003. SUBMISSION OF CUSTOMER SATISFACTION SURVEYS

Applicant is REQUIRED to have at least two (2) of the attached customer satisfaction surveys (CSS's) completed and returned to this office c/o Linda Lee by a third party reference. Customer Satisfaction Surveys may be emailed to Linda Lee at linda.a-ctr.lee@faa.gov surveys may also be faxed at the Applicant's risk to 425-227-1156 Attn: Linda Lee. It is also advised that each Applicant verify receipt of the requisite number of Customer Satisfaction Surveys well *before* the solicitation deadline.

L004. HAND CARRIED OFFERS, MODIFICATIONS OR WITHDRAWALS:

Hand-carried offers, modifications or withdrawals of a offers, and modifications, or withdrawals of a bids, HAND DELIVERED by other types of express mail services (Commercial Carriers, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) SHALL be HAND DELIVERED to:

DOT, FEDERAL AVIATION ADMINISTRATION
CUSTOMER SERVICE CENTER
FIRST FLOOR
1601 LIND AVE S.W.
RENTON, WA 98057
ATTN: Linda Lee

PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.4-31 Evaluation of Options (April 1996)

M001. EVALUATION FACTORS FOR AWARD

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. **The Government will make award to the contractor offering the lowest priced, technically acceptable offer.**

Proposals shall be evaluated as either “acceptable” or “unacceptable” on the basis of the following criteria:

(A). Past Experience

STANDARD FOR REVIEW: An acceptable proposal must demonstrate at least two (2) successful relevant projects in the past three (3) years similar to the current requirement. The FAA reserves the right to contact the customers listed as references, and to apply that information in its final determination.

(B). Past Performance

STANDARD FOR REVIEW: At least two (2) Customer Satisfaction Surveys must be received before the solicitation deadline with an average score of 3.5 or more. The FAA reserves the right to contact customers listed as references and conduct a Customer Satisfaction Survey by telephone in the event that there is insufficient competition due to the lack of customer satisfaction surveys received.

M002. CONSIDERATION OF PRICE

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

M003. TIERED EVALUATION OF PROPOSALS:

A tiered evaluation of offers will be used in this source selection. The FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. Offers from other than small business concerns will only be considered after the determination that an insufficient number of offers from responsible, small business concerns were received. At

least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier, the evaluation will proceed to the next higher lettered tier until award can be made. All responsible, competitive offers in a single tier will be considered equally for award. The tiered order of precedence for considering offers is (from first to last):

- a) Socially and economically disadvantaged businesses (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program (clause **3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns**).
- b) Service-disabled veteran owned small businesses (SDVOSB) and responsible, competitive offers from the previous tier (clause **3.6.1-12 Notice of Service-Disabled Veteran Owned Small Business Set-Aside**).
- c) Small businesses and responsible, competitive offers from previous tiers (clause **3.6.1-1 Notice of Total Small Business Set-Aside**).
- d) Other-than small businesses and responsible, competitive offers from previous tiers (there is no set-aside clause for this business type).

ATTACHMENT A

JANITORIAL FREQUENCY SCHEDULE -PUEBLO , CO

REQUIREMENTS	<u>ATCT</u> FREQUENCY
FIRST FLOOR- APPROX 1200 SQ FT	
1 Gather & dispose of trash	5 days per week
2 Dust mop tiled floors	5 days per week
3 Wet mop & machine buff waxed floors	1 day per week
4 Re-wax & polish floor	1 time per month
5 Strip, re-wax & machine polish floors	2 times per year
6 Vacuum carpeting	5 days per week
7 Shampoo or steam clean carpets	2 times per year
8 Clean restroom fixtures & floors	5 days per week
9 Clean and refill restroom dispensers	5 days per week
10 Wash restroom walls & doors	2 times per month
11 Replace light bulbs in restrooms	As needed
12 Dust all furniture	5 days per week
13 Vacuum cloth chairs	1 time per quarter
14 Dust ledges & other flat surfaces	1 time per week
15 Spot clean woodwork, walls & doors	1 time per week
16 Remove scuff marks & stains on furniture	4 times per year
17 Wash & clean corner window inside	1 time per month
18 Clean light fixtures	4 times per year
19 Wash entrance door & glass	2 times per week
20 Clean shower stall	1 time per week
SECOND FLOOR - APPROX 1200 SQ FT	
1 Gather & dispose of trash	5 days per week
2 Vacuum carpeting	5 days per week
3 Shampoo or steam clean carpets	2 times per year
4 Dust all furniture	5 days per week
5 Vacuum cloth chairs	1 time per quarter
6 Dust ledges & other flat surfaces	1 time per week
7 Spot clean woodwork, walls & doors	1 time per week
8 Wash drinking fountain & area	5 days per week
9 Remove scuff marks & stains on furniture	4 times per year
10 Wash & clean windows inside	1 time per month
11 Clean light fixtures	4 times per year
THIRD FLOOR- APPOX 1100 SQ FT	
1 Gather & dispose of trash	5 days per week
2 Dust mop tiled floors	5 days per week
3 Wet mop & machine buff waxed floors	1 day per week
4 Re-wax & polish floor	1 time per month
5 Strip, re-wax & machine polish floors	2 times per year
6 Vacuum carpeting	5 days per week

7	Shampoo or steam clean carpets	2 times per year
8	Dust all furniture	5 days per week
9	Vacuum cloth chairs	1 time per quarter
10	Spot clean lockers, woodwork, walls & doors	1 time per month
11	Wash & clean corner window inside	1 time per month
12	Clean light fixtures	4 times per year

FOURTH FLOOR - APPROX 100 SQ FT

1	Gather & dispose of trash	5 days per week
2	Vacuum carpeting	5 days per week
3	Wet mop floors	1 time per week
4	Dust all furniture	5 days per week
5	Vacuum cloth chairs	1 time per quarter
6	Spot clean woodwork, walls & doors	1 time per week
7	Wash & clean windows inside	1 time per month
8	Clean light fixtures	4 times per year

FIFTH FLOOR - APPROX 300 SQ FT

1	Gather & dispose of trash	6 days per week
2	Vacuum floors	5 days per week
3	Vacuum carpeting	6 days per week
4	Shampoo or steam clean carpets	2 times per year
5	Refill paper towel dispenser at sink	5 days per week
6	Dust all furniture	5 days per week
7	Vacuum cloth chairs	1 time per quarter
8	Dust ledges & other flat surfaces	1 time per week
9	Spot clean lockers, woodwork, walls & doors	1 time per month
10	Wash & clean windows inside	1 time per week
11	Clean microwave oven	1 time per week
12	Defrost & clean refrigerators	4 times per year
13	Clean light fixtures	4 times per year

Hallway, Elevator, Stairs 1st-5th Floors Approx. 1500 sq. ft.

1	Gather & dispose of trash	5 days per week
2	Dust mop all floors & stairs	5 days per week
3	Wet mop floors and stairs	1 time per week
4	Clean all metal hardware & handrails	1 time per week
5	Dust ledges & other flat surfaces	1 time per week
6	Spot clean walls & doors	1 time per week
7	Spot clean elevator doors/panels	3 times per week
8	Clean light fixtures	4 times per year

TOWER CAB - APPROX 900 SQ FT

1	Gather & dispose of trash	6 days per week
2	Vacuum carpeting	6 days per week
3	Wet mop floors	1 time per week
4	Clean restroom fixtures & floors	6 days per week
5	Clean and refill restroom dispensers	6 days per week
6	Wash restroom walls & doors	2 times per month
7	Clean all metal fixtures (i.e. Door knobs, handles, etc.) & handrails	1 time per week
8	Dust all furniture	5 days per week

9	Vacuum cloth chairs	1 time per quarter
10	Dust ledges & other flat surfaces	1 time per week
11	Spot clean woodwork, walls & doors	1 time per week
12	Wash sink area	6 days per week
13	Remove scuff marks & stains on furniture	4 times per year
14	Wash entire cab glass inside and out	2 times per month AND as requested
15	Clean cab ledges/counters/kick plates	1 time per week
16	Clean light fixtures	4 times per year
17	Shampoo controller chairs	2 times a year as needed
18	Spot clean cab shades **	As needed
19	Wash cab shades	Every 3 weeks AND As requested

AREA PLOT - APPROX 1200 SQ FT

1	Pick up trash & paper outside building	5 days per week
2	Clear snow/debris from sidewalk	5 days per week

WORK CENTER**REQUIREMENTS****FREQUENCY****TERMINAL BUILDING - APPROX 1230 SQ FT OFFICE SPACE**

1	Gather & dispose of trash	5 days per week
2	Dust mop tiled floors	5 days per week
3	Wet mop tiled floors	1 day per week
4	Re-wax & polish floor	1 time per month
5	Vacuum carpeting	5 days per week
6	Shampoo or steam clean carpets	2 times per year
7	Dust all furniture	5 days per week
8	Vacuum cloth chairs	1 time per quarter
9	Dust ledges & other flat surfaces	1 time per week
10	Spot clean lockers, woodwork, walls & doors	1 time per month
11	Remove scuff marks & stains on furniture	4 times per year
12	Wash & clean windows inside	1 time per week
13	Wash entrance door & glass	2 time per month
14	Clean microwave	1 time per week
15	Clean refrigerator	4 times per year

There is no bathroom in this area.

NOTES FOR ALL AREAS

Replace only burned out "fluorescent" light bulbs in
ATCT, Stairwell and tower cab

As Needed

All cleaning supplies and equipment to be furnished by contractor.

No requirement to wash wastebaskets if lined- otherwise wash 2 times per year.

No service in boiler room.

The cab shades are very susceptible to scratches & require the use of non-scratch cloth and plastic cleaning fluid to clean them.

**

ATTACHMENT B

WD 05-2081 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2081

Diane C. Koplewski Division | Revision No.: 12
Director Wage Determinations | Date Of Revision: 06/13/2012

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles	11.08	
11060 - Elevator Operator	11.08	
11090 - Gardener	18.19	
11122 - Housekeeping Aide	12.46	
11150 - Janitor	12.01	
11210 - Laborer, Grounds Maintenance	14.67	
11240 - Maid or Houseman	9.16	
11260 - Pruner	13.16	
11270 - Tractor Operator	17.30	
11330 - Trail Maintenance Worker	14.67	
11360 - Window Cleaner	13.37	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)
(See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordinance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordinance, explosive, and incendiary ordinance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordinance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT C

Janitorial Service Performance Customer Satisfaction Survey

Date: _____

_____ (Contractor Name) is submitting a proposal on a Federal Aviation Administration solicitation and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your input is important to us and responses are required by _____ (date & time) for inclusion of this evaluation. Your assistance is greatly appreciated.

Please rate your current level of satisfaction with our overall service performance:

_____ Excellent (5) _____ Very Good (4) _____ Good (3) _____ Needs Improvement (2)
_____ Unacceptable (1)

Comments: _____

How quickly do we respond to your needs, requests, or complaints?

_____ Excellent (5) _____ Very Good (4) _____ Good (3) _____ Needs Improvement (2)
_____ Unacceptable (1)

Comments: _____

How would you rate the problem solving capabilities and follow-up of our Operations Management?

_____ Excellent (5) _____ Very Good (4) _____ Good (3) _____ Needs Improvement (2)
_____ Unacceptable (1)

Comments: _____

How would you rate the performance of our on-site employees providing janitorial services for your facility?

_____ Excellent (5) _____ Very Good (4) _____ Good (3) _____ Needs Improvement (2)
_____ Unacceptable (1)

Comments: _____

Your overall satisfaction in the following areas (please mark the appropriate rating with an “X”).

	Excellent (5)	Very Good (4)	Good (3)	Needs Improvement (2)	Unacceptable (1)	Not applicable
Offices	_____	_____	_____	_____	_____	_____
Conference Room	_____	_____	_____	_____	_____	_____
Lobby/Entrance/Corridors	_____	_____	_____	_____	_____	_____
Restrooms/Locker Rooms	_____	_____	_____	_____	_____	_____
Medical/Physical Fitness	_____	_____	_____	_____	_____	_____
Cafeterias/Break Rooms	_____	_____	_____	_____	_____	_____
Tower Cabs	_____	_____	_____	_____	_____	_____

Organization Name:_____ Date:_____

Contact:_____

Phone #:_____

Thank you for completing this survey.

**THIS FORM IS TO BE COMPLETED BY THE CUSTOMER REFERENCE AND
EITHER EMAILED OR FAXED DIRECTLY TO:**

Linda.A-CTR.Lee@faa.gov

FAX: 425-227-1156